

NONREIMBURSABLE SPACE ACT UMBRELLA AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
ARMSTRONG FLIGHT RESEARCH CENTER  
AND BELL TEXTRON, INC  
FOR HYBRID-ELECTRIC SYSTEM INTEGRATION, DEVELOPMENT AND  
TESTING ACTIVITIES.

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Armstrong Flight Research Center, located at P.O. Box 273, Edwards, CA 93523 (hereinafter referred to as "NASA" or "NASA AFRC") and Bell Textron Inc. located at 3255 Bell Flight Blvd., Fort Worth, TX 76118 (hereinafter referred to as "Bell"). NASA and Bell may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND IMPLEMENTATION

This Umbrella Agreement (hereinafter referred to as the "Agreement" or "Umbrella Agreement") creates an agreement between NASA and Bell for the purpose of conducting studies that address the safety, performance, operations, and community integration of revolutionary air vehicles for emerging vertical-lift enabled markets.

NASA's emerging market research will enable studies, evaluation and development to include but not limited to, integrated vehicle concepts, airframe concepts, electrified aircraft propulsion systems, propulsion airframe integration, flight controls, safe and certifiable vehicle management, noise and integration into communities and the airspace that hold promise for revolutionary air-travel improvements. Innovative design concepts for advanced vehicles integrate technologies that focus on fuel burn, noise, emissions and intrinsic safety to enable new aircraft to fly safer, faster, cleaner, quieter, and use fuel far more efficiently. Working with industry pursues mutually beneficial collaborations to leverage opportunities for effective technology transition.

NASA and Bell will collaborate in the (not limited to) the following areas: standards development for electrified propulsion components, autonomy for outer-loop and inner-loop flight controls, flight test and ground test of hybrid electric systems, battery system development and integration, acoustics, development of high fidelity models of electric subsystems/components, simulation, and sharing of available testbeds/hardware for collection of data.

The Parties shall execute one (1) Annex Agreement (hereinafter referred to as the "Annex") concurrently with this Umbrella Agreement. The Parties may execute subsequent Annexes under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes

executed hereunder; no Annex shall amend this Umbrella Agreement. Each Annex will detail the specific purpose of the proposed activity, responsibilities, schedule and milestones, and any personnel, property or facilities to be utilized under the task. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling.

### ARTICLE 3. RESPONSIBILITIES

A. NASA AFRC will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.

B. Bell will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.

### ARTICLE 4. SCHEDULE AND MILESTONES

The Parties shall execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes will be performed on the schedule and in accordance with the milestones set forth in each respective Annex.

### ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Bell shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or

equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA entities, NASA, in its sole discretion, shall determine the priority as between those entities. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, Parties may enter into similar agreements for the same or similar purpose with other private or public entities.

#### ARTICLE 8. LIABILITY AND RISK OF LOSS

- A. "Related Entity" as used in this Article 8 means a contractor, grantee, or other entity having a legal relationship with NASA or Bell that is assigned, tasked, or contracted to perform activities under this Agreement.
- B. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- C. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

#### ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in a Space Act Agreement, SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 11. LIABILITY AND RISK OF LOSS - COMMERCIAL GENERAL  
LIABILITY INSURANCE

A. Insurance Coverage and Amounts.

Bell shall, at all times during the term of this Agreement and at Bell's sole cost and expense, obtain and keep in force the insurance coverage and amounts set forth in this section 11A. Bell shall maintain commercial general liability insurance, including contractual liability, broad form property damage liability, fire, legal liability, products and completed operations, and medical payments, with limits not less than \$1,000,000 per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from activities under this Agreement. Any general aggregate shall apply on a per location basis. If Bell uses owned, hired or non-owned vehicles, Bell shall maintain business auto liability insurance with limits not less than \$1,000,000 per accident covering such vehicles. Bell shall carry workers' compensation insurance for all of its employees in statutory limits as required by state law and employer's liability insurance that affords not less than \$500,000 for each coverage. Any deductibles selected by Bell for any insurance policy described in this section 11A shall be the sole responsibility of Bell.

B. Insurance Requirements.

1. All insurance and all renewals thereof shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA).
2. Bell shall not cancel insurance policies without thirty (30) days prior written notice to NASA and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA and such period of thirty (30) days shall have expired.
3. Bell shall deliver certificates of insurance and endorsements, acceptable to NASA, to NASA before the commencement of activities under this Agreement and at least ten (10) days before expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration  
Armstrong Flight Research Center  
Attn: Office of the Chief Counsel  
P.O. Box 273; M/S: 4800/2016  
Edwards, CA 93523

4. No approval by NASA of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance, NASA makes no representation or warranty that coverage or limits will necessarily be adequate to protect Bell, and such coverage and limits shall not be deemed as a limitation on Bell's liability under any indemnities granted to NASA in this Agreement.
5. Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Bell's obligation to maintain such insurance.

## ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Bell that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means non-public information and includes, without limitation, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, customer lists, pricing information, studies, findings, inventions, and ideas developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the information is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or
  - d. required by law or court order to be disclosed.
4. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3, above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
5. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
6. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.

7. The Data rights herein apply to the employees and Related Entities of Bell. Bell shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
8. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Bell gives, or is required to give, the U.S. Government without restriction.
9. Bell may use the following or a similar restrictive notice:

#### Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Bell should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

#### B. Data First Produced by Bell Under this Agreement

If Data first produced by Bell or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes. NASA will not provide any Proprietary Data to third parties to use, modify, reproduce, release, perform, display, or disclose for commercial purposes or authorize others to do so.

#### C. Data First Produced by NASA Under this Agreement

If Bell requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Bell, NASA will mark the Data with a restrictive notice and will use reasonable efforts to protect it for the period of time specified in the Annex under which the Data is produced. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Bell must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

#### D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

#### E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

#### F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of 1 is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

#### G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Bell under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

#### H. Handling of Background, Third Party and Controlled Government Data

1. NASA or Bell (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that the Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, the Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Identification of Data:

- a. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party shall be identified in the Annex under which it will be provided.
  - b. NASA software and related Data provided to Bell shall be identified in the Annex under which it will be used. Software and related Data will be provided to Bell under a separate Software Usage Agreement (SUA). Bell shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Bell enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as instructed by NASA.
4. For such Data with a restrictive notice pursuant to H.2. or Data identified in an Annex, Receiving Party shall:
- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
  - b. Safeguard such Data from unauthorized use and disclosure;
  - c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
  - d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
  - e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
  - f. Dispose of such Data as Disclosing Party directs.

#### I. Oral and visual information

If Bell discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Bell:

- 1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
- 2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within thirty (30) calendar days after disclosure.

### ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS - RIGHTS IN RAW DATA GENERATED UNDER THE AGREEMENT

#### A. Raw Data

Raw data (i.e., unanalyzed data) and related Data produced under this Agreement is reserved to Principal Investigators (and Co-Investigators if any) named in this Agreement for scientific analysis and first publication rights for one year beginning with receipt of the Data in a form suitable for analysis. Subject to the provisions of the Intellectual Property Rights - Data Rights Article of this Agreement, NASA and Bell may also use the Data during the restricted period. This use will not prejudice the investigators' first publication rights.



## B. Final Results

1. Final results shall be made available to the scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. However, the publication of any inventions reported under this agreement shall be withheld for a reasonable time to facilitate establishment of patent rights as provided in Article 14, paragraph F, below. Under the Publication of Results provision of the Intellectual Property Rights - Data Rights Article of this Agreement, the Parties shall coordinate proposed publications allowing a reasonable time for review and comment.
2. NASA and Bell have a royalty-free right to reproduce, distribute, and use published final results for any purposes. Bell must notify publisher of NASA's rights.

## ARTICLE 14. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

### A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Bell assigned, tasked, or contracted with to perform activities under this Agreement.
3. The invention and patent rights herein apply to employees and Related Entities of Bell. Bell shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

### B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Bell, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

### C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Bell, under 37 C.F.R. Part 404, a negotiated license to any of these

inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

#### D. Joint Inventions with Bell

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Bell employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Bell's commercial business; or
2. use reasonable efforts to grant Bell, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

#### E. Rights to be Reserved in Bell's License

Any license granted Bell under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1 above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

#### F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

#### G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Bell shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Bell employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

[Note: Bell should be informed that it can locate NASA technology available for licensing by visiting the following website address – <http://technology.nasa.gov>.]

#### ARTICLE 15. USE OF NASA NAME AND NASA EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC

##### A. NASA Name and Initials

Bell shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Bell must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

##### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Bell must submit any proposed use of the emblems to NASA Communications for review and approval.

#### ARTICLE 16. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Bell may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

#### ARTICLE 17. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

Goods or services provided by Bell under this Agreement are provided "as is." Bell makes no express or implied warranty as to the condition of any such goods or services, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither Bell nor its contractors shall be liable for special, consequential or incidental damages attributed to such goods or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 18. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Bell agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Bell resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 19. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by Bell to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with

NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, Bell shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.
2. Bell shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.
3. Bell will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
4. Bell will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. Bell hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
2. Bell shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 20. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("effective date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the effective date, whichever comes first.

ARTICLE 21. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella Agreement or any Annex(es) by providing thirty (30) calendar days written notice to the other Party. Termination of an

Annex does not terminate this Umbrella Agreement. However, the termination or expiration of this Umbrella Agreement also constitutes the termination of all outstanding Annexes.

#### ARTICLE 22. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

#### ARTICLE 23. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement. Annexes may designate Points of Contact for purposes of the Annex activities.

##### Management Points of Contact

NASA Armstrong Flight Research Center  
Starr Ginn  
Deputy Aeronautics Research Director  
Mail Stop: 4800/2506  
P.O. Box 273  
Edwards, CA 93523  
Phone: 661-276-3434  
Fax: 661-276-3026  
starr.r.ginn@nasa.gov

Bell Textron Inc.  
Carey Cannon  
Chief Engineer Innovation  
Mail Suite: MS 2750, Plant 2, bldg. 27  
P.O. Box 482  
Ft. Worth, TX 76101  
Phone: 817-280-8705  
Fax: 817-278-8705  
ccannon@bh.com

##### Principal Investigator Point of Contact

NASA Armstrong Flight Research Center  
Kurt Kloesel  
HEIST Principal Investigator  
Mail Stop: 2228  
P.O. Box 273  
Edwards, CA 93523  
Phone: 661-276-3121  
kurt.j.kloesel@nasa.gov

Bell Textron Inc.  
P.O. Box 482  
Ft. Worth, TX 76101

#### ARTICLE 24. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed

by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement or Annex shall be referred by the claimant in writing to the appropriate person identified in this Agreement for purposes of the activities undertaken in the Agreement, or Annex(es) for purposes of the activities undertaken in the Annex(es) as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and Bell will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision, including adjudication in a court of proper jurisdiction.

#### ARTICLE 25. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Bell agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping."

#### ARTICLE 26. MODIFICATIONS

Any modification to this Umbrella Agreement shall be executed, in writing, and signed by an authorized representative of NASA and Bell. Accompanying Annexes may be modified under the same terms. Modification of an Annex does not modify the Umbrella Agreement.

#### ARTICLE 27. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by Bell or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

#### ARTICLE 28. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 29. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 30. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Bell, as modified or agreed to by Parties.

ARTICLE 31. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
ARMSTRONG FLIGHT RESEARCH  
CENTER

BELL TEXTRON INC.

BY:   
David D. McBride  
Center Director

BY:   
Chris Naimi  
Manager USG Contracts

DATE: 8/8/2019

DATE: 07/24/19